



P.O. Box 1749  
Halifax, Nova Scotia  
B3J 3A5 Canada

**Item No. 13.1.2**  
**Halifax and West Community Council**  
**January 19, 2016**

**TO:** Chair and Members of Halifax and West Community Council

Original Signed

**SUBMITTED BY:**

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Bob Bjerke, Chief Planner and Director, Planning and Development

**DATE:** January 10, 2016

**SUBJECT:** **Case 20113: Non-Substantive Amendments to the Existing Development Agreement for “Long Lake Village” (formerly “Rockcliffe Village”), Halifax**

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**ORIGIN**

Application by RV Atlantic Holdings Limited and Polycorp LLV Inc.

**LEGISLATIVE AUTHORITY**

*Halifax Regional Municipality Charter (HRM Charter); Part VIII, Planning & Development*

**RECOMMENDATION**

It is recommended that Halifax and West Community Council:

1. Approve, by resolution, the proposed Amending Development Agreement as contained in Attachment A of this report, to allow for an increase in the overall residential population density within Long Lake Village, Halifax; and
2. Require the Amending Development Agreement be signed by the property owner within 120 days, or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

## **BACKGROUND**

An application has been submitted by RV Atlantic Holdings Limited and Polycorp LLC Inc. for a non-substantive amendment to the existing development agreement for “Long Lake Village” (formerly “Rockcliffe Village”) located at the corner of Cowie Hill Road and Northwest Arm Drive, Halifax. The applicant has requested a change in the allowable population density by one additional person per acre within the development.

### **Land Use Designation and Zoning**

<b>Location</b>	The subject area is located to the east of Cowie Hill Road and Northwest Arm Drive in Halifax (see Map 1)
<b>Designation</b>	Residential Development District under the Mainland South Secondary Planning Strategy (Section X) of the Halifax Municipal Planning Strategy (MPS)
<b>Zoning</b>	RDD Zone under the Halifax Mainland Land Use By-Law (LUB)

### **Existing Development Agreement and Amending Agreement**

The development agreement for the “Rockcliffe Village” mixed-use development was approved by the former Chebucto Community Council on July 6, 2009. The Agreement allows for the subdivision and development of the site with a combination of single family dwellings, townhouses, multiple-unit dwellings, a small commercial building, two neighbourhood park parcels and conservation land via the extension of Cowie Hill Road to Northwest Arm Drive and the construction of two local streets. The total acreage of the development is 35.14 acres.

The development agreement permits an overall population density of 27.1 persons per acre. In 2010, among other amendments, the former Chebucto Community Council approved an amendment to the agreement to allow, by a non-substantive amendment, an increase in population density to 28.1 persons per acre provided the additional population was directed only to the multiple-unit dwellings and subject to Halifax Water’s confirmation that no sewer capacity issues exist.

### **Proposal**

The applicant is now requesting an amendment to the agreement to exercise the non-substantive amendment provision to increase the overall residential population density from 27.1 to 28.1 persons per acre. An increase in the allowable density to 28.1 persons per acre would result in an additional 35 persons or 16 two bedroom-equivalent units. The increase is being directed to the multiple-unit dwellings within the development as highlighted on Map 1.

## **DISCUSSION**

Staff advises that the proposed amendment is in keeping with the RDD guidelines and other policies and objectives of the MPS. The site is designated under the MPS for residential or mixed-use development. The proposed amendment is relatively minor and is not anticipated to impact the surrounding neighbourhood.

As required by the existing development agreement, the applicant has provided supporting documentation from Halifax Water confirming that they have no objections to the request and the increased density will not affect existing sewer capacity. Therefore, staff recommends that Council approve the proposed amending development agreement as contained in Attachment A.

### **FINANCIAL IMPLICATIONS**

There are no financial implications. The property owner will be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Amending Development Agreement. The administration of the Amending Development Agreement can be carried out within the approved budget with existing resources.

### **COMMUNITY ENGAGEMENT**

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy. The level of community engagement was information sharing, achieved through the HRM website and signage posted on the site. A public information meeting and public hearing are not required for a non-substantive amendment to a development agreement. The decision on the process is made by resolution of Council.

### **ENVIRONMENTAL IMPLICATIONS**

The proposal meets all applicable environmental policies as contained in the Halifax MPS.

### **ALTERNATIVES**

1. Halifax and West Community Council may choose to approve the proposed amending development agreement with modifications. This may necessitate further negotiation with the applicant and the preparation of a supplementary staff report. A decision of Community Council to approve this amending development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.
2. Halifax and West Community Council may choose to refuse the proposed amending development agreement, and in doing so, must provide reasons why the amending agreement does not reasonably carry out the intent of the MPS. A decision of Council to refuse the proposed amending development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.

### **ATTACHMENTS**

Map 1	Location Map
Attachment A	Proposed Amending Development Agreement

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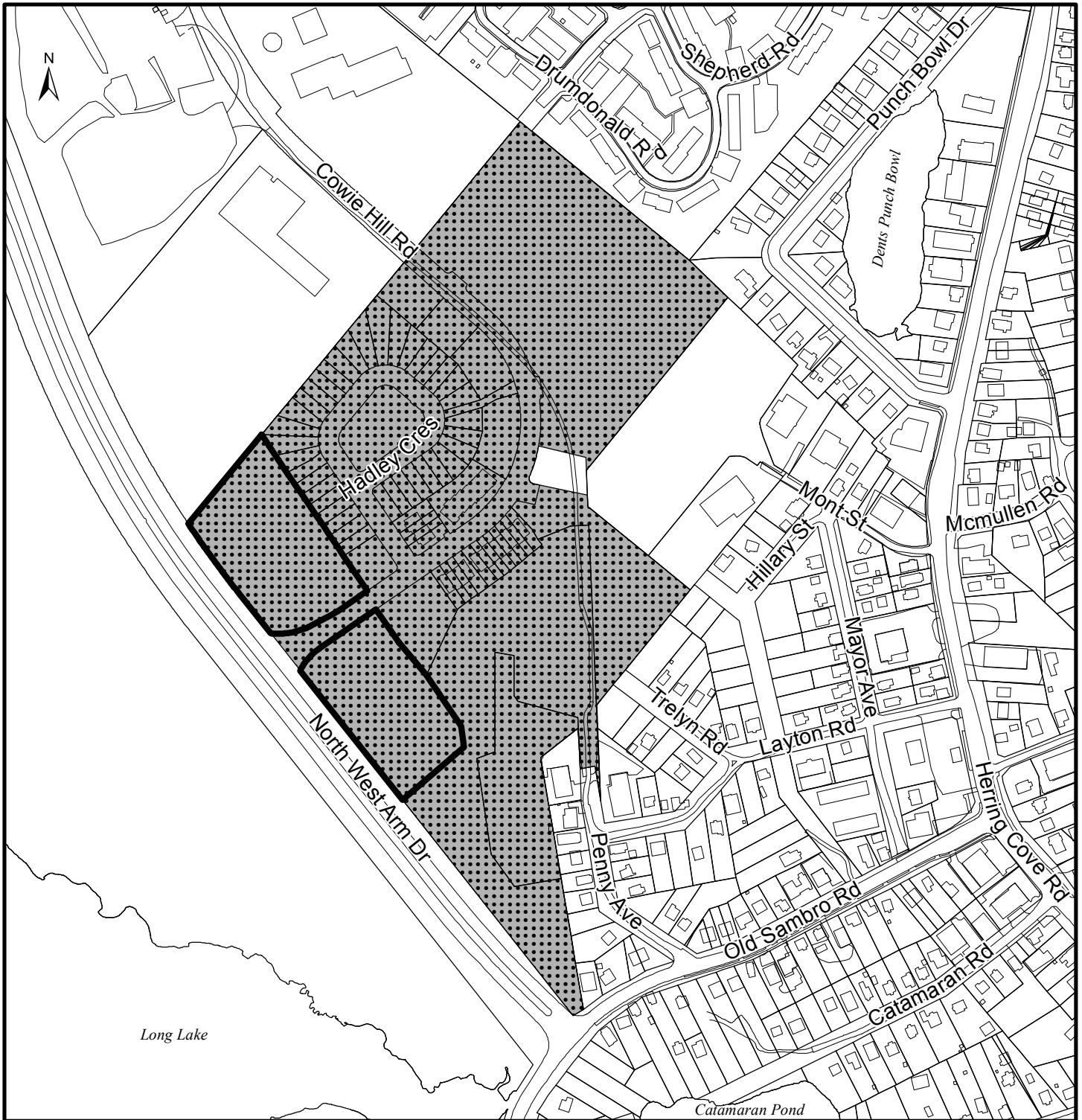
A copy of this report can be obtained online at <http://www.halifax.ca/commcoun/index.php> then choose the appropriate Community Council and meeting date, or by contacting the Office of the Municipal Clerk at 902-490-4210, or Fax 902-490-4208.

Report Prepared by: Leah Perrin, Development Technician, 902-490-4338  
Sean Audas, Development Officer, 902-490-4402

Original Signed

Report Approved by: Kelly Denty, Manager of Development Approvals, 902-490-4800


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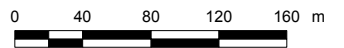
### Map 1 - Location

Long Lake Village  
Halifax

**HALIFAX**

 Area of Existing  
Development Agreement

 Areas Impacted  
by Density Increase



The accuracy of any representation on  
this plan is not guaranteed.

Halifax Mainland  
Land Use By-Law Area

## ATTACHMENT A

### PROPOSED AMENDING DEVELOPMENT AGREEMENT

THIS AGREEMENT made this      day of **[Insert Month]**, 20\_\_,

BETWEEN:

**[INSERT PROPERTY OWNER]**

a body corporate, in the Province of Nova Scotia  
(hereinafter called the "Developer")

OF THE FIRST PART

- and -

**HALIFAX REGIONAL MUNICIPALITY,**

a municipal body corporate, in the Province of Nova Scotia  
(hereinafter called the "Municipality")

OF THE SECOND PART

**WHEREAS** the Developer is the registered owner of certain lands located to the east of Northwest Arm Drive and Cowie Hill Road, Halifax and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

**AND WHEREAS** the Developer and the Municipality entered into a development agreement to allow for a comprehensive mixed-use development on the lands (referenced as Municipal Case Number 01179), the said agreement being recorded at the Land Registry Office in Halifax on October 9, 2009 as Document # 94471258 (hereinafter called the "Existing Agreement");

**AND WHEREAS** the Developer and the Municipality entered into an amending development agreement to allow for changes to the development on the lands (referenced as Municipal Case Number 015976), the said amending agreement being recorded at the Land Registry Office in Halifax on October 21, 2010 as Document # 97048665 (hereinafter called the "First Amending Agreement");

**AND WHEREAS** the Developer and the Municipality entered into an amending development agreement to allow for further changes to the development on the lands (referenced as Municipal Case Number 16629), the said amending agreement being recorded at the Land Registry Office in Halifax on July 20, 2011 as Document # 98748248 (hereinafter called the "Second Amending Agreement");

**AND WHEREAS** the Developer and the Municipality entered into a discharging agreement to discharge a portion of the Lands from the Existing Agreement (referenced as Municipal Case Number 19065), the said discharging agreement being recorded at the Land

Registry Office in Halifax on April 29, 2014 as Document # 104972030 (hereinafter called the “Discharging Agreement”);

**AND WHEREAS** the Developer has requested further amendments to the provisions of the Existing Agreement;

**AND WHEREAS** the Halifax and West Community Council for the Municipality approved this request at a meeting held on [**Insert - Date**], referenced as Municipal Case Number 20113;

**THEREFORE**, in consideration of the benefits accrued to each party from the covenants herein contained, the Parties agree as follows:

The Existing Agreement is amended as follows:

1. Subsection 2.4.5 shall be amended by adding the following at the end of the subsection:

“Notwithstanding the maximum residential population density of 27.1 persons per acre noted above, the residential population density of the entire development may be increased to 28.1 persons per acre of Gross Lot Area as defined in the Land Use By-Law, provided that the additional population is directed to the multiple-unit (apartment) dwellings only.”

All other terms and conditions of the Existing Agreement, the First Amending Agreement, the Second Amending Agreement and the Discharging Agreement shall remain in full force and effect. This Amending Agreement shall be binding upon the Parties hereto and their heirs, successors and assigns.

**IN WITNESS WHEREAS** the said parties to these presents have hereunto set their hands and affixed their seals the day and year first above written.

**SIGNED, SEALED AND DELIVERED** in  
the presence of:

**(Insert Registered Owner Name)**

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_

**HALIFAX REGIONAL MUNICIPALITY**

**SIGNED, DELIVERED AND ATTESTED**  
to by the proper signing officers of Halifax  
Regional Municipality, duly authorized in that  
behalf, in the presence of:

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_

**MAYOR**

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_

**MUNICIPAL CLERK**